

27 MAR 1967

Proj. Officer

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MEMORANDUM FOR:

Chief [REDACTED]

25X1B

SUBJECT:

Contract Program for Special Project under
the Jurisdiction of [REDACTED]

25X1B

1. Based on discussions between representatives of your office and [REDACTED] of this office, the following outline for the handling of subject program is forwarded for your review and approval:

a. Assumptions - This program is instituted under the following assumptions:

(1) Individuals utilized hereunder will be expected to accomplish, largely on their own initiative, specified objectives relating to the exploitation of material without regard to the number of hours per day or days per week completion of the assignment may entail. Accordingly, their legal relationship to the Government will be that of an independent contractor.

(2) This program will be undertaken on an overt basis supported [REDACTED]

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(3) The compensation for personal services rendered under the contract will be paid by Government check.

(4) The services with respect to this program shall be performed solely within the continental limits of the United States.

b. Contract Program - The initial step in this contracting program shall be for the [REDACTED] representative to remit to Headquarters the original and one copy of Form 57 and a suggestion as to the maximum fee to be paid the individual. [REDACTED] will forward the copy of the Form 57 to the Special Contracting Officer with a covering memorandum indicating the recommended maximum fee, the general nature of services to be

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performed and a request that the Special Contracting Officer approve the engagement of the individual under the standard contract. This memorandum shall be approved by a designated representative of [] who shall also certify as to the availability of funds. The Special Contracting Officer's approval shall be indicated to [] on a return copy of [] memorandum. After security and other processing requirements are satisfied, this return copy shall constitute the basis for the [] field representative to obtain the individual's signature on the standard contract on behalf of the official cover facility. If requested, the field representative may give the individual a copy of the contract. The field representative will retain one signed copy in his file and remit the signed original to [] Headquarters. One of the purposes to be served by the field's retention of a completed contract is the availability of a valid contract which does not contain on its face the internal approval prescribed below. The [] approving officer shall, on the face of the contract, indicate his approval and forward the original and two copies to the Special Contracting Officer for validation. The Special Contracting Officer shall remit the original and one copy to Vouchered Payroll which will serve as the final repository.

c. Termination, Expiration or Renewal of Contract - The Special Contracting Officer shall be notified by the [] approving officer when any of the aforementioned contracts are terminated or expire. In the absence of such notification the Special Contracting Officer shall assume in accordance with the seventh paragraph of the standard contract that the contract has been automatically renewed. In the event termination of the contract is unique in any respect, [] shall notify the Special Contracting Officer and advise him of the circumstances surrounding the termination so that the Special Contracting Officer may advise as to the course of action which should be followed in order to protect the interests involved.

d. General - (1) No change shall be made in the standard contract without the prior approval of the Special Contracting Officer.

(2) Any questions involving the interpretation of the standard contract shall be referred to the Special Contracting Officer.

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2. It is understood that [] Office of Security and 25X1A
the Office of the Comptroller have already concurred in the assumptions
and the program outlined above. On that basis, if the above outline is
satisfactory to [] it is suggested that this memorandum be concurred 25X1B
in by the Office of General Counsel. As [] of OGC has been involved
in this program from its inception, it is suggested that you obtain his
concurrence on a copy of this memorandum and the attached contract.

For the Director of Personnel

SIGNED

[]
Chief, Contract Personnel Division 25X1B

Attachment

CONCUR: []
Office of General Counsel

28 March 57
Date

CONCUR: _____
Office of Operations

Date

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AGREEMENT

Agreement made on the _____ day of _____ 19__.

In consideration of the mutual advantages accruing to both parties, it is hereby agreed between _____
representing the United States Government, hereinafter referred to as the Government and _____ (name of individual engaged), hereinafter called the Contractor, as follows:

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FIRST: The Government engages the Contractor to perform a series of tasks during the period beginning _____ 19__ and ending _____ 19__, and the Contractor agrees to undertake such tasks as are assigned to him by designated representatives of the Government during said period of time.

SECOND: The Contractor's services are to be rendered in the capacity of an independent contractor and, as such, he will not be an employee. Therefore, the Contractor will not be entitled to any benefits normally incident to an employee status with the Government.

THIRD: The Government will pay the Contractor a fee not to exceed an amount calculated at the rate of \$ _____ (_____ dollars) per month during the period this contract or any extension thereof is in force. The exact fee to be paid hereunder in any one month shall be determined by the Government in its sole discretion and shall depend upon the requirements levied, and the Contractor's achievements during the period.

FOURTH: As the Contractor's services are regarded as unique, they shall be performed solely by him, and he shall have no right to transfer or assign any rights under this contract.

FIFTH: From time to time the Contractor shall assume the custody of Government property. The Contractor agrees to execute whatever documents may be required to protect the Government's interest in such property.

SIXTH: This contract shall terminate before the expiration of the term hereinbefore set forth, where either party gives the other fifteen (15) days' advance notice in writing.

SEVENTH: Where, termination notice has not been given, then, subject to the availability of appropriations, this agreement shall automatically continue in full force and effect for an indefinite period.

IN WITNESS HEREOF, the undersigned have duly executed this agreement the day and year first above written.

ATTEST:

UNITED STATES GOVERNMENT

25X1B

By Contracting Officer

WITNESS:

APPROVED: _____
Office of General Counsel

Date